

SERFF Tracking Number:	LMPP-125785546	State:	Arkansas
Filing Company:	Liberty Mutual Fire Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	SRF-CW-010-08		
TOI:	01.0 Property	Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Product Name:	Liberty Mutual Property RM Select Policy		
Project Name/Number:	Terrorism Revision/SRF-CW-010-08		

Filing at a Glance

Company: Liberty Mutual Fire Insurance Company

Product Name: Liberty Mutual Property RM Select Policy
SERFF Tr Num: LMPP-125785546 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: SRF-CW-010-08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Marla Kroening1	Disposition Date: 09/08/2008
	Date Submitted: 09/05/2008	Disposition Status: Approved
Effective Date Requested (New): 10/06/2008		Effective Date (New): 10/06/2008
Effective Date Requested (Renewal): 10/06/2008		Effective Date (Renewal): 10/06/2008

State Filing Description:

General Information

Project Name: Terrorism Revision
Project Number: SRF-CW-010-08

Status of Filing in Domicile: Authorized
Domicile Status Comments: approved for use effective 9/19/08

Reference Organization:
Reference Title:
Filing Status Changed: 09/08/2008
State Status Changed: 09/08/2008
Corresponding Filing Tracking Number:

Reference Number:
Advisory Org. Circular:

Deemer Date:

Filing Description:

Liberty Mutual Fire Insurance Company submits this revised terrorism form/endorsement filing for your review and approval.

These terrorism forms were previously approved by your department:

<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-010-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Terrorism Revision/SRF-CW-010-08</i>		

- Form RM1142 03-08, Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism
- Form RM1143 03-08, Exclusion of Certified Act(s) of Terrorism
- Form RM1144 03-08, Cap on Losses From Certified Act(s) of Terrorism

However we recently discovered an error in the language contained in Item 4. titled "Cap on Loses From Certified Act(s) of Terrorism" on Form RM1142 and on Form RM1143 and in Item 2. titled "Cap on Losses From Certified Act(s) of Terrorism" on Form RM1144. The last statement in the Items referenced above contains a double negative and currently reads "neither we nor the Secretary of the Treasury shall not be liable" we have amended this language so it now reads as follows "neither we nor the Secretary of the Treasury shall be liable ". We have amended the above forms by adding an R1 extension to the form number and we are retaining the same edition date for each of these forms.

No other changes have been made to the language within the forms.

A marked up copy of each form has been provided to show the language that has been stricken through and is now deleted and shading that represents the new changes.

RM1142R1 03-08 replaces RM1142 03-08, RM1143R1 03-08 replaces RM1143 03-08 and RM1144R1 03-08 replaces RM1144 03-08.

If you have any questions regarding any of this material, please feel free to contact me by phone, E-mail or in writing at the address provided in the companies and contact information tab.

Please approve this filing submission.

Company and Contact

SERFF Tracking Number: LMPP-125785546 State: Arkansas
 Filing Company: Liberty Mutual Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: SRF-CW-010-08
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Liberty Mutual Property RM Select Policy
 Project Name/Number: Terrorism Revision/SRF-CW-010-08

Filing Contact Information

Marla J Kroening, Senior State Filing Analyst Marla.Kroening@LibertyMutual.com
 PO Box 8070 (800) 297-2525 [Phone]
 Wausau, WI 54402-9987 (715) 847-8832[FAX]

Filing Company Information

Liberty Mutual Fire Insurance Company CoCode: 23035 State of Domicile: Wisconsin
 PO Box 8070 Group Code: 111 Company Type:
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:
 (800) 297-2525 ext. 6399[Phone] FEIN Number: 04-1924000

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 for form filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Mutual Fire Insurance Company	\$50.00	09/05/2008	22312389

<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-010-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Terrorism Revision/SRF-CW-010-08</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/08/2008	09/08/2008

<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 09/08/2008
Effective Date (New): 10/06/2008
Effective Date (Renewal): 10/06/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Terrorism Revision/SRF-CW-010-08</i>		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism	Approved	Yes
Form	Exclusion of Certified Act(s) of Terrorism	Approved	Yes
Form	Cap On Losses From Certified Act(s) of Terrorism	Approved	Yes

SERFF Tracking Number: LMPP-125785546 State: Arkansas

Filing Company: Liberty Mutual Fire Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: SRF-CW-010-08

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Liberty Mutual Property RM Select Policy

Project Name/Number: Terrorism Revision/SRF-CW-010-08

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion of Certified Act(s) of 1 Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism	RM1142R	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1142 03-08 Previous Filing #:		1142R1.308.pdf 1142R1.MU.pdf
Approved	Exclusion of Certified Act(s) of 1 Terrorism	RM1143R	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1143 03-08 Previous Filing #:		1143R1.308.pdf 1143R1.MU.pdf
Approved	Cap On Losses From Certified Act(s) of 1 Terrorism	RM1144R	03-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RM1144 03-08 Previous Filing #:		1144R1.308.pdf 1144R1.MU.pdf

Policy number

This endorsement is effective _____ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003
DEFINITIONS, Form RM1007

1. Definition of *Certified Act(s) of Terrorism*

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. Limited Exclusion of *Certified Act(s) of Terrorism*

The following Item is added to **A. GROUP A EXCLUSIONS** of Form RM1003:

12. *Certified act(s) of terrorism* involving:

- a. the release, dispersal, use or application of any radioactive material, radiation, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear fission or fusion, nuclear radiation, or radioactive contamination; or
- b. the release, dispersal, use or application of any pathogenic or poisonous biological or chemical materials.

3. Exception Covering Certain Fire Losses

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A. The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B. A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

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EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM (Continued)

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **B**. Coverages of the DECLARATIONS, Form RM1000.

4. Cap on Losses From *Certified Act(s) of Terrorism*

The following limitation applies to coverage for any one (1) or more *certified act(s) of terrorism* that are not excluded by the terms of the exclusion in Item **2.** above, as well as any loss or damage that is covered and to which the exception in Item **3.** above applies:

If aggregate insured losses attributable to *certified act(s) of terrorism*:

A. exceed \$100 billion in a program year (January 1 through December 31); and

B. **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

Schedule of States

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective _____ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM**

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003
DEFINITIONS, Form RM1007

1. Definition of *Certified Act(s) of Terrorism*

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. Limited Exclusion of *Certified Act(s) of Terrorism*

The following Item is added to A. **GROUP A EXCLUSIONS** of Form RM1003:

12. *Certified act(s) of terrorism* involving:

- a. the release, dispersal, use or application of any radioactive material, radiation, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear fission or fusion, nuclear radiation, or radioactive contamination; or
- b. the release, dispersal, use or application of any pathogenic or poisonous biological or chemical materials.

3. Exception Covering Certain Fire Losses

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A. The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B. A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

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EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM (Continued)

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **B**. Coverages of the DECLARATIONS, Form RM1000.

4. Cap on Losses From *Certified Act(s) of Terrorism*

The following limitation applies to coverage for any one (1) or more *certified act(s) of terrorism* that are not excluded by the terms of the exclusion in Item **2.** above, as well as any loss or damage that is covered and to which the exception in Item **3.** above applies:

If aggregate insured losses attributable to *certified act(s) of terrorism*:

A. exceed \$100 billion in a program year (January 1 through December 31); and

B. **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall ~~not~~ be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

Schedule of States

California, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin, and the Virgin Islands

Policy number

This endorsement is effective _____ and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003
DEFINITIONS, Form RM1007

1. Definition of *Certified Act(s) of Terrorism*

For the purpose of this endorsement, the italicized phrase *certified act(s) of terrorism* means one (1) or more acts certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for *certified act(s) of terrorism* include the following:

- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B.** The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. Exclusion of *Certified Act(s) of Terrorism*

The following Item is added to **A. GROUP A EXCLUSIONS** of Form RM1003:

12. *Certified act(s) of terrorism.*

3. Exception Covering Certain Fire Losses

If a *certified act of terrorism* results in fire, subject to all applicable policy provisions, **we** will pay up to the following applicable amount(s) in any one (1) **occurrence** for loss or damage caused by that fire:

- A.** The applicable **limit of liability** for **covered property** in any and all States listed on the Schedule of this endorsement, or
- B.** A **limit of liability** of \$1,000,000 for **covered property** in any and all States that are not listed on the Schedule of this endorsement.

Such coverage for fire applies only to direct loss or damage by fire to **covered property**. Therefore, for example, the coverage does not apply to insurance provided under loss of **business income** or **extra expense** coverage even if marked with an "X" in **B.** Coverages of the DECLARATIONS, Form RM1000.

EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM (Continued)

4. Cap on Losses From *Certified Act(s) of Terrorism*

If aggregate insured losses attributable to *certified act(s) of terrorism*:

A. exceed \$100 billion in a program year (January 1 through December 31); and

B. **we** have met **our** deductible under the Act;

neither **we** nor the Secretary of the Treasury shall be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

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EXCLUSION OF CERTIFIED ACT(S) OF TERRORISM (Continued)

4. Cap on Losses From *Certified Act(s) of Terrorism*

If aggregate insured losses attributable to *certified act(s) of terrorism*:

A. exceed \$100 billion in a program year (January 1 through December 31); and

B. ~~we~~ we have met ~~our~~ deductible under the Act;

neither ~~we~~ we nor the Secretary of the Treasury shall ~~not~~ be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

5. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

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CAP ON LOSSES FROM CERTIFIED ACT(S) OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCLUSIONS, Form RM1003
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1. Definition of *Certified Act(s) of Terrorism*

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- A.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
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2. Cap on Losses From *Certified Act(s) of Terrorism*

If aggregate insured losses attributable to *certified act(s) of terrorism*:

- A.** exceed \$100 billion in a program year (January 1 through December 31); and
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3. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses under **GROUP A** exclusions **A. 1.** and **A. 8.** on EXCLUSIONS, Form RM1003 attached to this policy.

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Policy number

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CAP ON LOSSES FROM CERTIFIED ACT(S) OF TERRORISM

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1. Definition of *Certified Act(s) of Terrorism*

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3. Application of Exclusions

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<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-010-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Terrorism Revision/SRF-CW-010-08</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>LMPP-125785546</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Mutual Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SRF-CW-010-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Liberty Mutual Property RM Select Policy</i>		
<i>Project Name/Number:</i>	<i>Terrorism Revision/SRF-CW-010-08</i>		

Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	
Bypass Reason:	not applicable - no longer required	Approved	09/08/2008
Comments:			